

**NOTICE OF LAWSUIT AND NON-WAIVER ACKNOWLEDGMENT**

This Notice of Lawsuit and Non-Waiver Acknowledgment (hereinafter, the "Notice and Acknowledgment") was received and accepted on this the 4th day of March 2016, by Alexander Mechanical Contractors, Inc. (hereinafter, "You" or "Indemnitor") in relation to an October 25, 2005 and January 22, 2013 General Agreement of Indemnity by and between Western Surety Company (hereinafter, "Western") and Indemnitor.

**WHEREAS**, Western provided to Alexander Mechanical Contractors, Inc. a Payment and Subcontractor Performance Bond on December 28, 2012.

**WHEREAS**, You agreed to serve as Indemnitor to Western on October 25, 2005 and January 22, 2013 in conjunction with the December 28, 2012 Subcontractor Payment and Subcontractor Performance Bond. The Payment Bond No. is 58697168 and the Performance Bond No. is 58697168 (hereinafter, collectively referred to as the "Bonds").

**WHEREAS**, Johnson Marcraft, Inc. and Alexander Mechanical Contractors, Inc. entered into a contract for services and materials on July 9, 2013.

**WHEREAS**, Johnson Marcraft, Inc. has filed a lawsuit filed on December 9, 2015, against Western in the United States District Court for the Middle District of Tennessee in Nashville, styled: Johnson Marcraft, Inc. v. Western Surety Company, bearing Case No. 3:15-cv-01482 (hereinafter, the "Lawsuit"), alleging that due to Alexander Mechanical Contractors, Inc.'s non-payment for services and materials, that Western is liable to Johnson Marcraft, Inc.

**WHEREAS**, Western has denied liability for the claims asserted in the Lawsuit; and

**WHEREAS**, Western is currently seeking indemnification from Alexander Mechanical Contractors, Inc., a joint-indemnitor to the General Agreement of Indemnity.

**THEREFORE**, as evidenced by You signing the Notice and Acknowledgement, You:

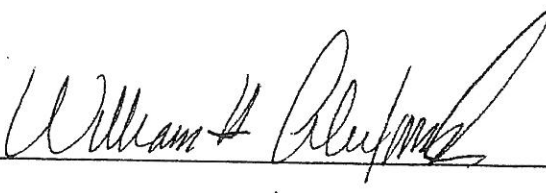
1. Are notified that Western is currently involved in the Lawsuit, wherein Johnson Marcraft, Inc. has sued Western in relation to the Bonds provided to Alexander Mechanical Contractors, Inc.

2. Acknowledge that You are an Indemnitor per the General Agreement of Indemnity in conjunction with the Bonds.

3. Acknowledge that while Western has elected to only seek indemnification as it concerns the Lawsuit under the General Agreement of Indemnity from Alexander Mechanical Contractors, Inc. at this time, Western's election to only seek indemnification under the General Agreement of Indemnity from Alexander Mechanical Contractors, Inc. at this time is not a waiver of Western's rights to seek indemnification, recovery, contribution, and/or require You to perform your duties and/or obligations under the General Agreement of Indemnity in the future per the terms of the General Agreement of Indemnity.

*The individuals whose signatures are affixed to this Notice and Acknowledgment in a representative capacity represent and warrant that they are authorized to execute the Notice and Acknowledgment on behalf of the entity on whose behalf the signature is affixed.*

IN WITNESS HEREOF, the Parties have executed this Notice and Acknowledgment by their duly authorized as of the date first set forth above.

  
By: \_\_\_\_\_

Title: President

**NOTICE OF LAWSUIT AND NON-WAIVER ACKNOWLEDGMENT**

This Notice of Lawsuit and Non-Waiver Acknowledgment (hereinafter, the "Notice and Acknowledgment") was received and accepted on this the 4th day of March 2016, by William H. Alexander (hereinafter, "You" or "Indemnitor") in relation to an October 25, 2005 and January 22, 2013 General Agreement of Indemnity by and between Western Surety Company (hereinafter, "Western") and Indemnitor.

WHEREAS, Western provided to Alexander Mechanical Contractors, Inc. a Payment and Subcontractor Performance Bond on December 28, 2012.

WHEREAS, You agreed to serve as Indemnitor to Western on October 25, 2005 and January 22, 2013 in conjunction with the December 28, 2012 Subcontractor Payment and Subcontractor Performance Bond. The Payment Bond No. is 58697168 and the Performance Bond No. is 58697168 (hereinafter, collectively referred to as the "Bonds").

WHEREAS, Johnson Marcraft, Inc. and Alexander Mechanical Contractors, Inc. entered into a contract for services and materials on July 9, 2013.

WHEREAS, Johnson Marcraft, Inc. has filed a lawsuit filed on December 9, 2015, against Western in the United States District Court for the Middle District of Tennessee in Nashville, styled: Johnson Marcraft, Inc. v. Western Surety Company, bearing Case No. 3:15-cv-01482 (hereinafter, the "Lawsuit"), alleging that due to Alexander Mechanical Contractors, Inc.'s non-payment for services and materials, that Western is liable to Johnson Marcraft, Inc.

WHEREAS, Western has denied liability for the claims asserted in the Lawsuit; and

WHEREAS, Western is currently seeking indemnification from Alexander Mechanical Contractors, Inc., a joint-indemnitor to the General Agreement of Indemnity.

THEREFORE, as evidenced by You signing the Notice and Acknowledgement, You:



1. Are notified that Western is currently involved in the Lawsuit, wherein Johnson Marcraft, Inc. has sued Western in relation to the Bonds provided to Alexander Mechanical Contractors, Inc.

2. Acknowledge that You are an Indemnitor per the General Agreement of Indemnity in conjunction with the Bonds.

3. Acknowledge that while Western has elected to only seek indemnification as it concerns the Lawsuit under the General Agreement of Indemnity from Alexander Mechanical Contractors, Inc. at this time, Western's election to only seek indemnification under the General Agreement of Indemnity from Alexander Mechanical Contractors, Inc. at this time is not a waiver of Western's rights to seek indemnification, recovery, contribution, and/or require You to perform your duties and/or obligations under the General Agreement of Indemnity in the future per the terms of the General Agreement of Indemnity.

*The individuals whose signatures are affixed to this Notice and Acknowledgment in a representative capacity represent and warrant that they are authorized to execute the Notice and Acknowledgement on behalf of the entity on whose behalf the signature is affixed.*

IN WITNESS HEREOF, the Parties have executed this Notice and Acknowledgment by their duly authorized as of the date first set forth above.

By: William H. Allyn  
Title: President

## NOTICE OF LAWSUIT AND NON-WAIVER ACKNOWLEDGMENT

This Notice of Lawsuit and Non-Waiver Acknowledgment (hereinafter, the "Notice and Acknowledgment") was received and accepted on this the 4<sup>th</sup> day of March 2016, by Wanda Alexander (hereinafter, "You" or "Indemnitor") in relation to an October 25, 2005 and January 22, 2013 General Agreement of Indemnity by and between Western Surety Company (hereinafter, "Western") and Indemnitor.

WHEREAS, Western provided to Alexander Mechanical Contractors, Inc. a Payment and Subcontractor Performance Bond on December 28, 2012.

WHEREAS, You agreed to serve as Indemnitor to Western on October 25, 2005 and January 22, 2013 in conjunction with the December 28, 2012 Subcontractor Payment and Subcontractor Performance Bond. The Payment Bond No. is 58697168 and the Performance Bond No. is 58697168 (hereinafter, collectively referred to as the "Bonds").

WHEREAS, Johnson Marcraft, Inc. and Alexander Mechanical Contractors, Inc. entered into a contract for services and materials on July 9, 2013.

WHEREAS, Johnson Marcraft, Inc. has filed a lawsuit filed on December 9, 2015, against Western in the United States District Court for the Middle District of Tennessee in Nashville, styled: Johnson Marcraft, Inc. v. Western Surety Company, bearing Case No. 3:15-cv-01482 (hereinafter, the "Lawsuit"), alleging that due to Alexander Mechanical Contractors, Inc.'s non-payment for services and materials, that Western is liable to Johnson Marcraft, Inc.

WHEREAS, Western has denied liability for the claims asserted in the Lawsuit; and

WHEREAS, Western is currently seeking indemnification from Alexander Mechanical Contractors, Inc., a joint-indemnitor to the General Agreement of Indemnity.

THEREFORE, as evidenced by You signing the Notice and Acknowledgement, You:

1. Are notified that Western is currently involved in the Lawsuit, wherein Johnson Marcraft, Inc. has sued Western in relation to the Bonds provided to Alexander Mechanical Contractors, Inc.

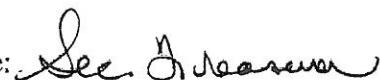
2. Acknowledge that You are an Indemnitor per the General Agreement of Indemnity in conjunction with the Bonds.

3. Acknowledge that while Western has elected to only seek indemnification as it concerns the Lawsuit under the General Agreement of Indemnity from Alexander Mechanical Contractors, Inc. at this time, Western's election to only seek indemnification under the General Agreement of Indemnity from Alexander Mechanical Contractors, Inc. at this time is not a waiver of Western's rights to seek indemnification, recovery, contribution, and/or require You to perform your duties and/or obligations under the General Agreement of Indemnity in the future per the terms of the General Agreement of Indemnity.

***The individuals whose signatures are affixed to this Notice and Acknowledgment in a representative capacity represent and warrant that they are authorized to execute the Notice and Acknowledgment on behalf of the entity on whose behalf the signature is affixed.***

IN WITNESS HEREOF, the Parties have executed this Notice and Acknowledgment by their duly authorized as of the date first set forth above.

  
By:

Title: 



**NOTICE OF LAWSUIT AND NON-WAIVER ACKNOWLEDGMENT**

This Notice of Lawsuit and Non-Waiver Acknowledgment (hereinafter, the "Notice and Acknowledgment") was received and accepted on this the 4~~6~~ day of March 2016, by AMC Industries, LLC (hereinafter, "You" or "Indemnitor") in relation to an October 25, 2005 and January 22, 2013 General Agreement of Indemnity by and between Western Surety Company (hereinafter, "Western") and Indemnitor.

**WHEREAS**, Western provided to Alexander Mechanical Contractors, Inc. a Payment and Subcontractor Performance Bond on December 28, 2012.

**WHEREAS**, You agreed to serve as Indemnitor to Western on October 25, 2005 and January 22, 2013 in conjunction with the December 28, 2012 Subcontractor Payment and Subcontractor Performance Bond. The Payment Bond No. is 58697168 and the Performance Bond No. is 58697168 (hereinafter, collectively referred to as the "Bonds").

**WHEREAS**, Johnson Marcraft, Inc. and Alexander Mechanical Contractors, Inc. entered into a contract for services and materials on July 9, 2013.

**WHEREAS**, Johnson Marcraft, Inc. has filed a lawsuit filed on December 9, 2015, against Western in the United States District Court for the Middle District of Tennessee in Nashville, styled: Johnson Marcraft, Inc. v. Western Surety Company, bearing Case No. 3:15-cv-01482 (hereinafter, the "Lawsuit"), alleging that due to Alexander Mechanical Contractors, Inc.'s non-payment for services and materials, that Western is liable to Johnson Marcraft, Inc.

**WHEREAS**, Western has denied liability for the claims asserted in the Lawsuit; and

**WHEREAS**, Western is currently seeking indemnification from Alexander Mechanical Contractors, Inc., a joint-indemnitor to the General Agreement of Indemnity.

**THEREFORE**, as evidenced by You signing the Notice and Acknowledgement, You:

1. Are notified that Western is currently involved in the Lawsuit, wherein Johnson Marcraft, Inc. has sued Western in relation to the Bonds provided to Alexander Mechanical Contractors, Inc.

2. Acknowledge that You are an Indemnitor per the General Agreement of Indemnity in conjunction with the Bonds.

3. Acknowledge that while Western has elected to only seek indemnification as it concerns the Lawsuit under the General Agreement of Indemnity from Alexander Mechanical Contractors, Inc. at this time, Western's election to only seek indemnification under the General Agreement of Indemnity from Alexander Mechanical Contractors, Inc. at this time is not a waiver of Western's rights to seek indemnification, recovery, contribution, and/or require You to perform your duties and/or obligations under the General Agreement of Indemnity in the future per the terms of the General Agreement of Indemnity.

*The individuals whose signatures are affixed to this Notice and Acknowledgment in a representative capacity represent and warrant that they are authorized to execute the Notice and Acknowledgment on behalf of the entity on whose behalf the signature is affixed.*

IN WITNESS HEREOF, the Parties have executed this Notice and Acknowledgment by their duly authorized as of the date first set forth above.

William H. Bryant  
By:

Title: President



## **NOTICE OF LAWSUIT AND NON-WAIVER ACKNOWLEDGMENT**

This Notice of Lawsuit and Non-Waiver Acknowledgment (hereinafter, the "Notice and Acknowledgment") was received and accepted on this the 8th day of March 2016, by Barnes & Dodge, Inc. (hereinafter, "You" or "Indemnitor") in relation to an October 25, 2005 and January 22, 2013 General Agreement of Indemnity by and between Western Surety Company (hereinafter, "Western") and Indemnitor.

**WHEREAS**, Western provided to Alexander Mechanical Contractors, Inc. a Payment and Subcontractor Performance Bond on December 28, 2012.

**WHEREAS**, You agreed to serve as Indemnitor to Western on October 25, 2005 and January 22, 2013 in conjunction with the December 28, 2012 Subcontractor Payment and Subcontractor Performance Bond. The Payment Bond No. is 58697168 and the Performance Bond No. is 58697168 (hereinafter, collectively referred to as the "Bonds").

**WHEREAS**, Johnson Marcraft, Inc. and Alexander Mechanical Contractors, Inc. entered into a contract for services and materials on July 9, 2013.

**WHEREAS**, Johnson Marcraft, Inc. has filed a lawsuit filed on December 9, 2015, against Western in the United States District Court for the Middle District of Tennessee in Nashville, styled: Johnson Marcraft, Inc. v. Western Surety Company, bearing Case No. 3:15-cv-01482 (hereinafter, the "Lawsuit"), alleging that due to Alexander Mechanical Contractors, Inc.'s non-payment for services and materials, that Western is liable to Johnson Marcraft, Inc.

**WHEREAS**, Western has denied liability for the claims asserted in the Lawsuit; and

**WHEREAS**, Western is currently seeking indemnification from Alexander Mechanical Contractors, Inc., a joint-indemnitor to the General Agreement of Indemnity.

**THEREFORE**, as evidenced by You signing the Notice and Acknowledgement, You:

1. Are notified that Western is currently involved in the Lawsuit, wherein Johnson Marcraft, Inc. has sued Western in relation to the Bonds provided to Alexander Mechanical Contractors, Inc.

2. Acknowledge that You are an Indemnitor per the General Agreement of Indemnity in conjunction with the Bonds.

3. Acknowledge that while Western has elected to only seek indemnification as it concerns the Lawsuit under the General Agreement of Indemnity from Alexander Mechanical Contractors, Inc. at this time, Western's election to only seek indemnification under the General Agreement of Indemnity from Alexander Mechanical Contractors, Inc. at this time is not a waiver of Western's rights to seek indemnification, recovery, contribution, and/or require You to perform your duties and/or obligations under the General Agreement of Indemnity in the future per the terms of the General Agreement of Indemnity.

*The individuals whose signatures are affixed to this Notice and Acknowledgment in a representative capacity represent and warrant that they are authorized to execute the Notice and Acknowledgment on behalf of the entity on whose behalf the signature is affixed.*

IN WITNESS HEREOF, the Parties have executed this Notice and Acknowledgment by their duly authorized as of the date first set forth above.

  
By: Roger A. Phelps

Title: It's President

**NOTICE OF LAWSUIT AND NON-WAIVER ACKNOWLEDGMENT**

This Notice of Lawsuit and Non-Waiver Acknowledgment (hereinafter, the "Notice and Acknowledgment") was received and accepted on this the 6 day of March 2016, by **David Doss** (hereinafter, "You" or "Indemnitor") in relation to an October 25, 2005 and January 22, 2013 General Agreement of Indemnity by and between Western Surety Company (hereinafter, "Western") and Indemnitor.

**WHEREAS**, Western provided to Alexander Mechanical Contractors, Inc. a Payment and Subcontractor Performance Bond on December 28, 2012.

**WHEREAS**, You agreed to serve as Indemnitor to Western on October 25, 2005 and January 22, 2013 in conjunction with the December 28, 2012 Subcontractor Payment and Subcontractor Performance Bond. The Payment Bond No. is 58697168 and the Performance Bond No. is 58697168 (hereinafter, collectively referred to as the "Bonds").

**WHEREAS**, **Johnson Marcraft, Inc. and Alexander Mechanical Contractors, Inc. entered into a contract for services and materials on July 9, 2013.**

**WHEREAS**, Johnson Marcraft, Inc. has filed a lawsuit filed on December 9, 2015, against Western in the United States District Court for the Middle District of Tennessee in Nashville, styled: Johnson Marcraft, Inc. v. Western Surety Company, bearing Case No. 3:15-cv-01482 (hereinafter, the "Lawsuit"), alleging that due to Alexander Mechanical Contractors, Inc.'s non-payment for services and materials, that Western is liable to Johnson Marcraft, Inc.

**WHEREAS**, Western has denied liability for the claims asserted in the Lawsuit; and

**WHEREAS**, Western is currently seeking indemnification from Alexander Mechanical Contractors, Inc., a joint-indemnitor to the General Agreement of Indemnity.

THEREFORE, as evidenced by You signing the Notice and Acknowledgement, You:



1. Are notified that Western is currently involved in the Lawsuit, wherein Johnson Marcraft, Inc. has sued Western in relation to the Bonds provided to Alexander Mechanical Contractors, Inc.

2. Acknowledge that You are an Indemnitor per the General Agreement of Indemnity in conjunction with the Bonds.

3. Acknowledge that while Western has elected to only seek indemnification as it concerns the Lawsuit under the General Agreement of Indemnity from Alexander Mechanical Contractors, Inc. at this time, Western's election to only seek indemnification under the General Agreement of Indemnity from Alexander Mechanical Contractors, Inc. at this time is not a waiver of Western's rights to seek indemnification, recovery, contribution, and/or require You to perform your duties and/or obligations under the General Agreement of Indemnity in the future per the terms of the General Agreement of Indemnity.

*The individuals whose signatures are affixed to this Notice and Acknowledgment in a representative capacity represent and warrant that they are authorized to execute the Notice and Acknowledgment on behalf of the entity on whose behalf the signature is affixed.*

IN WITNESS HEREOF, the Parties have executed this Notice and Acknowledgment by their duly authorized as of the date first set forth above.

By: 

Title:

**NOTICE OF LAWSUIT AND NON-WAIVER ACKNOWLEDGMENT**

This Notice of Lawsuit and Non-Waiver Acknowledgment (hereinafter, the "Notice and Acknowledgment") was received and accepted on this the 6 day of March 2016, by Crystal Doss (hereinafter, "You" or "Indemnitor") in relation to an October 25, 2005 and January 22, 2013 General Agreement of Indemnity by and between Western Surety Company (hereinafter, "Western") and Indemnitor.

**WHEREAS**, Western provided to Alexander Mechanical Contractors, Inc. a Payment and Subcontractor Performance Bond on December 28, 2012.

**WHEREAS**, You agreed to serve as Indemnitor to Western on October 25, 2005 and January 22, 2013 in conjunction with the December 28, 2012 Subcontractor Payment and Subcontractor Performance Bond. The Payment Bond No. is 58697168 and the Performance Bond No. is 58697168 (hereinafter, collectively referred to as the "Bonds").

**WHEREAS**, Johnson Marcraft, Inc. and Alexander Mechanical Contractors, Inc. entered into a contract for services and materials on July 9, 2013.

**WHEREAS**, Johnson Marcraft, Inc. has filed a lawsuit filed on December 9, 2015, against Western in the United States District Court for the Middle District of Tennessee in Nashville, styled: Johnson Marcraft, Inc. v. Western Surety Company, bearing Case No. 3:15-cv-01482 (hereinafter, the "Lawsuit"), alleging that due to Alexander Mechanical Contractors, Inc.'s non-payment for services and materials, that Western is liable to Johnson Marcraft, Inc.

**WHEREAS**, Western has denied liability for the claims asserted in the Lawsuit; and

**WHEREAS**, Western is currently seeking indemnification from Alexander Mechanical Contractors, Inc., a joint-indemnitor to the General Agreement of Indemnity.

**THEREFORE**, as evidenced by You signing the Notice and Acknowledgement, You:

1. Are notified that Western is currently involved in the Lawsuit, wherein Johnson Marcraft, Inc. has sued Western in relation to the Bonds provided to Alexander Mechanical Contractors, Inc.

2. Acknowledge that You are an Indemnitor per the General Agreement of Indemnity in conjunction with the Bonds.

3. Acknowledge that while Western has elected to only seek indemnification as it concerns the Lawsuit under the General Agreement of Indemnity from Alexander Mechanical Contractors, Inc. at this time, Western's election to only seek indemnification under the General Agreement of Indemnity from Alexander Mechanical Contractors, Inc. at this time is not a waiver of Western's rights to seek indemnification, recovery, contribution, and/or require You to perform your duties and/or obligations under the General Agreement of Indemnity in the future per the terms of the General Agreement of Indemnity.

*The individuals whose signatures are affixed to this Notice and Acknowledgment in a representative capacity represent and warrant that they are authorized to execute the Notice and Acknowledgment on behalf of the entity on whose behalf the signature is affixed.*

IN WITNESS HEREOF, the Parties have executed this Notice and Acknowledgment by their duly authorized as of the date first set forth above.

By:  \_\_\_\_\_

Title: